

INTERAGENCY AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
KITTTITAS COUNTY SOLID WASTE

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and KITTTITAS COUNTY SOLID WASTE, hereinafter referred to as the PROVIDER. The purpose of this agreement is to provide funding for the PROVIDER's Community Litter Cleanup Program.

|                                |   |
|--------------------------------|---|
| PROVIDER ADDRESS               | Kittitas County Solid Waste<br>925 Industrial Way<br>Ellensburg, WA 98926 |
| PROVIDER PROJECT COORDINATOR   | Patti Johnson, Director   |
| TELEPHONE                      | 509-962-7070  |
| FAX                            | 509-962-7087  |
| E-MAIL                         | patti.johnson@co.kittitas.wa.gov  |
| ECOLOGY PROJECT OFFICER        | Rod Hankinson   |
| TELEPHONE                      | 509-454-7209  |
| FAX                            | 509-575-2809  |
| E-MAIL                         | rhan461@ecy.wa.gov  |
| FUNDING SOURCE                 | Waste Reduction, Recycling, &<br>Model Litter Control Fund                |
| ESTIMATED COMMUNITY INVESTMENT | \$ 16,200   |
| STATE SHARE                    | \$ 54,039   |
| FEDERAL TAX IDENTIFICATION NO. | 91-600-1349   |

The period of performance of this Agreement begins on **July 1, 2011**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the PROVIDER. The work will be completed on **June 30, 2013**, unless terminated sooner as provided for herein.

PURPOSE STATEMENT: To remove litter and illegally dumped material from roadways and other public lands.

It is agreed that the PROVIDER shall furnish the necessary personnel, equipment, material and/or services, and/or otherwise do all things necessary for or incidental to the performance of the scope of work set forth below.

## SCOPE OF WORK

### PROVIDER Responsibilities:

**1. TASK:** Litter and Illegal Dump Cleanup

Maximum Eligible Cost: \$ 54,039

Schedule: July 1, 2011 –June 30, 2013

Goal Statement:

The PROVIDER'S goal is to keep roadways and public lands in the county free of litter in hopes that clean roadways will discourage future littering and provide clean areas within the county for the public to enjoy.

Project Description:

County Road Right of Ways:

The PROVIDER will hire a crew supervisor to manage an inmate crew in the spring and fall months as funding and weather permits. For the summer months of June through August, the supervisor will manage a four-member youth crew to clean county roads. The crew supervisor will coordinate with the Public Works Maintenance Manger to identify problem roads and areas in Kittitas County which need to be cleaned. The PROVIDER will also continue the "Litter Bugs Me" campaign, and will coordinate and schedule any areas that are reported by the public.

Kittitas County Board of County Commissioners supports the use of youth in Kittitas County for litter crews. They understand that this will provide summer employment and experience that might not otherwise be available. The use of a youth crew it will require additional local funds beyond grant funding to keep the program running for the full two years. If funding becomes an issue, the PROVIDER may choose to field an inmate crew in lieu of a youth crew to reduce costs.

Clean up Events:

The PROVIDER will work with Central Washington University (CWU) and its students during the Yakima River clean up. This event brings more than 200 CWU students and local residents together to clean up the public lands along the Yakima River, SR 821 and Highway 10. In addition, other local groups which have clean up events in the community, such as the Easton Memorial Day Clean up or the Kittitas County Field and Stream illegal dump clean ups on public lands, will be supported.

Crew Safety:

Restricting litter pickup to one side of the road at a time will ensure crew safety. A Crew Working sign will be placed 500-700 feet before the place where the vehicle will be parked, depending on speed limit. A taper of three cones will be placed approximately 50 feet behind the vehicle to close off the shoulder area. The vehicle's flashing lights will be activated. The vehicle will be pulled completely off the road and passengers will get out on

the side opposite traffic. The crew will not work between the Crew Working sign and the parked vehicle. Orange cones will be placed at intervals along the road where litter pickup is conducted. Crews will wear bright safety vests, gloves, hardhats and safety goggles while working. All crews will go through orientation with the crew supervisor before they are allowed to work. The procedures will be discussed as well as other safety matters such as proper lifting techniques and identification of hazardous substances. All safety, training, and procedural standards will apply to each crew. Crew supervisors will attend appropriate safety training when offered and schedule permits.

Eligible Costs:

The PROVIDER shall use awarded funds to pay some of the disposal costs, supervisor salaries and benefits, non-correctional summer youth crew wages and to purchase necessary equipment, tools and supplies.

Community Investments:

Community investments include the following: Volunteer hours for cleanup events, county road right of way disposal costs, and inmate labor and any summer youth crew expenses incurred beyond the funds provided by this contract.

Expected Outcomes/Impacts:

|              |                                  |
|--------------|----------------------------------|
| <u>1,100</u> | Road miles to be cleaned         |
| <u>750</u>   | Acres to be cleaned              |
| <u>10</u>    | Illegal dump sites to be cleaned |
| <u>800</u>   | Supervisor hours                 |
| <u>2,116</u> | Total Crew Hours                 |

**Progress Reports:** Progress Reports must be submitted with each payment request. Progress reports may not contain information for more than one quarter. For example, if the PROVIDER is permitted to submit a payment request for a period from July 1, 2011 through December 31, 2011, the PROVIDER shall submit two separate progress reports - one report for July 1, 2011 through September 30, 2011 and a second report for October 1, 2011 through December 31, 2011.

The final payment request shall include a Final Project Assessment form, which is used to summarize and evaluate the entire project. Please also include details about community investments on this form.

**On-Site Visits:** ECOLOGY staff may make periodic on-site visits to the PROVIDER's litter cleanup activities/projects.

**BUDGET**

| TASK                               | MAXIMUM ELIGIBLE COST |
|------------------------------------|-----------------------|
| 1. Litter and Illegal Dump Cleanup | \$ 54,039             |
| TOTAL                              | \$ 54,039             |

**FUND SOURCE**

| FUND   | MAXIMUM FUND AMOUNT |
|--|---------------------|
| Waste Reduction, Recycling,<br>and Model Litter Control Fund:<br>(Litter and Illegal Dump Cleanup) | \$ 54,039           |

**ADDITIONAL BUDGET CONDITIONS**

1. The fiscal office will monitor expenditures at the task level.
2. There is a limit of 10% administrative costs of the total contract amount.
3. PROVIDER contact for billing/invoice questions is:

Patti Johnson  
 509-962-7070

**PAYMENT**

**Compensation** for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated the cost of completing the work herein will not exceed **\$54,039** unless the parties mutually agree to a higher amount prior to commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the budget above this section.

**Overtime** compensation, including straight salaries and benefits for employee hours in excess of 40 per week, is allowable only with prior written approval and only when 100% of an employee's time is spent on tasks specific to the Scope of Work of the Agreement.

**Billing Procedures:** The PROVIDER shall submit invoices no more frequently than once a month and no less frequently than once per quarter. Invoices are due 30 days following the end of each quarter, and shall be done on the accepted forms.

The PROVIDER must show that they are using the funds by submitting invoices and progress reports to Ecology. At its discretion, Ecology may amend or revoke contracts if a PROVIDER does any of the following:

- Submits no invoices by October 31, 2011 (that is, within 30 days of the quarter ending September 30, 2011)
- Submits no invoices within 30 days after the end of any subsequent quarter
- Submits invoices that show insufficient activity

Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

**Payments shall be made payable to:**

Kittitas County Solid Waste  
925 Industrial Way  
Ellensburg, WA 98926

**RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**PROMOTIONAL AND EDUCATIONAL MATERIALS**

A copy of all promotional and educational materials developed as part of this Agreement shall be submitted to ECOLOGY concurrent with public distribution or quarterly payment requests. ECOLOGY will be acknowledged for providing funding in all published materials that result from this Agreement.

**INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. scope of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

### **OTHER SPECIAL TERMS**

#### **1. ON-LINE CONTRACTS AND GRANTS MANAGEMENT**

Washington State's Office of Financial Management is developing an on-line contracts and grants management system. When the system becomes available, all new or active contract and grant agreements in the state must be managed in the system. The

PROVIDER agrees to register in the state vendor registration program and to use the on-line system.

2. TRAINING

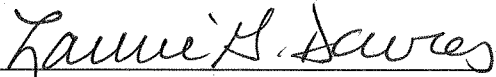
The PROVIDER agrees to participate in any ECOLOGY recommended trainings to manage agreements and prepare, process, and receive payments

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**In witness whereof, the parties have signed this Agreement.**


STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

  
\_\_\_\_\_  
Laurie G. Davies

Title: Program Manager  
Waste 2 Resources Program

9/6/11  
Date:

KITTITAS COUNTY SOLID WASTE

  
\_\_\_\_\_  
By:

Boca Chair  
Title:

8/16/11  
Date:

**APPROVED AS TO FORM ONLY**  
**Assistant Attorney General**